

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code 01		Page 1		Pages 2	
2. AMENDMENT/MODIFICATION NO. 9			3. EFFECTIVE DATE AUG 30 2004		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)		
ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812			CODE PS22, MCG		7. ADMINISTERED BY (If other than Item 6) Katie James Ph.: 256-544-7568 Fax: 256-544-9080 Email: Linda.K.James@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566			CODE PS22, MCG	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Mainthia Technologies, Inc. 7055 Engle Rd., Suite 502 Courtyard Office Park Cleveland, OH 44130					(x)				
					9A. AMENDMENT OF SOLICITATION NO.				
					9B. DATED (SEE ITEM 11)				
					10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02002				
					10B. DATED (SEE ITEM 13) September 1, 2002				
CODE CAGE Code 1PNM8			FACILITY CODE 105813						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS									
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.									
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A									
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.									
(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.									
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).									
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:									
X D. OTHER (Specify type of modification and authority) Option to Extend the Term of the Contract clause, Period of Performance clause, and Supplies and/or Services to be Furnished clause									
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.									
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)									
		<u>Minimum IDIQ Quantity</u>		<u>Maximum IDIQ Quantity</u>		<u>Minimum Potential Profit</u>		<u>Maximum Potential Profit</u>	
Previous Amount		\$500,000		\$10,000,000		\$17,500		\$350,000	
This Mod		<u>250,000</u>		<u>5,000,000</u>		<u>8,750</u>		<u>175,000</u>	
New Amount		\$750,000		\$15,000,000		\$26,250		\$525,000	
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.									
15A. NAME AND TITLE OF SIGNER (Type or print)					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco Contracting Officer				
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED BY			16C. DATE SIGNED AUG 30 2004	
(Signature of person authorized to sign)					(Signature of Contracting Officer)				

A. The purpose of this modification is to exercise Option No. 1 to extend the contract period of performance for one year (from August 31, 2004 to August 31, 2005) and increase the minimum IDIQ quantity, the maximum IDIQ quantity, the minimum potential profit, and the maximum potential profit for the contract as shown on page 1 of the SF30 in Block 14. Accordingly, the contract is hereby changed in the following particulars:

B. Paragraph 46, Period of Performance, is hereby deleted in its entirety and the revised Paragraph 46, shown on enclosed replacement pages 6 and 7, is substituted in lieu thereof.

C. In order to implement the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, a vertical line is shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Paragraph</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
46	6, 7	6, 7

D. All other terms and conditions of the contract remain unchanged and in full force and effect.

(a) The period of performance of this contract shall be September 1, 2002 through August 31, 2005. Specific periods of performance shall be issued with each task order.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	09/01/04 – 08/31/05
2	09/01/05 – 08/31/06
3	09/01/06 – 08/31/07

(End of Clause)

47. PLACE OF PERFORMANCE (MSFC 52.237-92) (FEB 2001)

The Contractor shall perform the work under this contract at the George C. Marshall Space Flight Center, Government leased facilities in Huntsville, AL, Government provided space at Rocketdyne, Canoga Park, CA, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

48. OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

As many as 25 separate task orders may be awarded in a given year.

(End of Clause)

45. CONSIDERATION AND PAYMENT

(a) The Contractor shall be paid twice monthly for the work called for in the contract as authorized by properly executed task order. Individual task orders shall contain a payment schedule derived by dividing the total value of the task order by 24 payments in the specified period of performance. A task order with a total value of \$260,000 and a period of performance of one year would provide for 24 equal payments of \$10,833 ($\$260,000 / 24$). The Contractor may provisionally invoice for 50% of the potential profit identified on each task order on a monthly basis.

(b) Payments made during a given month shall be considered provisional pending acceptance of that month's status report (DRD 977MA-002).

(c) Contractor invoices shall be submitted in triplicate. A separate invoice shall be submitted for each task order and shall contain the following information:

1. Contract Number/Task Order Number
2. Month/biweekly period/year covered
3. Payment amount specified in Task Order.

(d) Invoice furnished by the Contractor are to be submitted in triplicate to:

George C. Marshall Space Flight Center
MSFC Accounting Operations Office, Attn: RS23
Marshall Space Flight Center, AL 35812

An information copy shall be furnished to the following:

George C. Marshall Space Flight Center
Procurement Office, Attn: Carol Terrell/PS22-P
Marshall Space Flight Center, AL 35812

(End of Clause)

46. PERIOD OF PERFORMANCE